

**MEMORANDUM OF UNDERSTANDING**  
**Between**  
**CITY OF ANGELS**  
**and the**  
**CITY of ANGELS EMPLOYEE'S ASSOCIATION**

1. PARTICIPANTS

- 1.1 This agreement is entered into between the City of Angels and the City of Angels Employee's Association, having met and conferred in good faith pursuant to Government Code Section 3500 et.seq. Designated representatives have freely exchanged information, opinions and proposals and have endeavored to reach agreement on matters relating to wages hours and other terms and conditions of employment.

2. TERM

- 2.1 This agreement is for a two year period, beginning July 1, 2015 and ending June 30, 2017. Nothing herein shall prohibit the parties from changing the terms, or any part of the terms, of this MOU, by mutual agreement.
- 2.2 Should a successor agreement not be reached by the effective end date of this MOU, this MOU shall be automatically extended and continue in effect until a new MOU can be negotiated and executed.

3. DEFINITION OF CITY

- 3.1 The City Council or the person or persons duly authorized by the City Council as the representative of the City of Angels, shall hereinafter be referred to as "City".

4. EMPLOYEE AND ASSOCIATION RIGHTS

- 4.1 Association Membership: All employees not formally recognized as part of another association i.e. management (exempt), safety, etc. may voluntarily participate in the employee association.
- 4.2 Use of City Facilities: The Association shall be allowed by the City to use bulletin boards for communications having to do with official Association business, such as times and places of meeting, etc. Solicitation for membership or other internal Association business shall be conducted during the non-duty hours of all employees concerned. Pre-arrangement for contact must be made with the individual department heads if conducted during the duty period of the employees, and sufficient reason given why this cannot be done during off duty hours.

- 4.3 Attendance at Meetings: For meetings between the City and the Association, employee representatives of the Association shall be given reasonable time off with pay to attend meetings with City representatives. The use of official time for this purpose shall be reasonable and shall not interfere with the performance of City services as determined by the City. Except by mutual agreement, the number of employees excused for such purpose shall not exceed two per recognized bargaining unit. Such employee/Association representatives shall submit a request for excused absence to their respective department heads, in a manner satisfactory to the department head, at least two working days prior to the scheduled meeting, whenever possible.
- 4.4 Seniority
- 4.4.1 Seniority among represented employees shall be measured from such employee's initial appointment to City service, in each job classification, but shall not include any period during which such employee was on leave without pay.
- 4.4.2 Any employee who is re-employed after being terminated voluntarily or discharged by the City, shall lose his/her seniority and his/her seniority shall then be measured from the date of his/her most recent appointment.
- 4.5 Agency Shop
- 4.5.1 Pursuant to California Government Code §3502.5, the City of Angels Employee Association (CAEA) caused an "agency shop" arrangement to be placed into effect by a secret ballot election that concluded on October 23, 2013. With the establishment of the agency shop arrangement, all employees in the represented classifications must, as a condition of employment either join the Association or pay the Association a service fee.
- 4.5.2 The City has agreed to provide all new represented employees on the date of their initial employment an information packet explaining the agency shop arrangement, association membership, agency fee payer, religious conscientious objector and the agency fee appeals procedure. The City agrees to continue providing the packet to all new represented employees during the term of this Agreement. The packet and all enclosed information shall be provided to the City by CAEA and shall be produced at the sole expense of CAEA. CAEA acknowledges the requirements of Government Code § 3502.5(f) regarding financial reports.
- 4.5.3 Pursuant to Government Code § 3502.5, any employee who is a member of a bona fide religion, body or sect that has historically held conscientious objections to joining or financially supporting public employee organizations shall not be required to join or financially support the Association but shall, in lieu of dues or agency shop fees, pay a sum equal to the agency shop fee to one

of the following non-religious, non-labor charitable organizations: Hospice of Amador and Calaveras, United Way, or the American Red Cross.

- 4.5.4 All regular full-time employees who are members of CAEA on the effective date of this MOU shall maintain such membership in good standing during the term of the current MOU; subject, however, to the right to resign from membership during the 120<sup>th</sup> day through 90<sup>th</sup> day period prior to the expiration of this MOU.
- 4.5.5 All regular full-time employees hired after the effective date of this Agreement, and who choose to become members of CAEA, shall maintain such membership in good standing during the remaining term of this MOU; subject, however, to the right to resign from membership during the 120<sup>th</sup> day through 90<sup>th</sup> day period prior to the expiration of this MOU.

## 5. NO DISCRIMINATION

- 5.1 The City and the Association agree that there shall be no discrimination of any kind because of race, creed, color, religion, national origin, physical or mental disability or medical condition, sex, political affiliation, marital status, age, belief, sexual orientation or legitimate union activity, against any employee or applicant for employment. The term "employee" shall mean all workers covered by this Agreement.

## 6. SALARIES

### 6.1 Salaries

- 6.1.1 The salary ranges for represented employees shall be set forth in Exhibit "A". These shall be effective pay rates as of July 1, 2015 and shall reflect any known adjustments or proposals for adjustments.
- 6.1.2 These rates shall represent the total compensation due employees except for overtime compensation and other benefits specifically provided for by the City in this agreement. The rates of pay set forth do not include reimbursement for actual and necessary expenses authorized and incurred incident to City employment.
- 6.1.3 Effective July 1, 2015, the base salary of all represented classifications shall be increased one percent (1%) as a cost-of-living adjustment.
- 6.1.4 Effective July 1, 2016, the base salary of all represented employees shall be increased by one percent (1%) as a cost-of-living adjustment.

### 6.2 Beginning Salaries

- 6.2.1 Except as otherwise herein provided, the entrance salary for a new employee shall be the minimum salary for the class to

which he/she is appointed. Experience and training may be reflected in the salary schedule. In any event, such salary may not be more than the maximum salary for the class to which the employee is appointed.

6.2.2 After the completion of twelve (12) months of full time satisfactory service, and upon recommendation of the supervisor, the probationary employee shall have completed his/her probation period and be advanced to the next step in the salary range for his/her classification.

### 6.3 Salary Step Increases

6.3.1 Each employee shall be considered for salary step increases annually according to that employee's anniversary date, or his/her revised salary anniversary date until the top step has been reached, with the exception of provisions in Section 6.9.3. Salary increases, if awarded, will be paid the next complete pay cycle following the anniversary date.

6.3.2 After the completion of twelve (12) months of full time satisfactory service in the current step of the salary range, the employee shall be advanced to the next step, upon the recommendation of the supervisor. If, in the opinion of the supervisor, the employee does not warrant a step increase, the supervisor shall advise the City in writing one month prior to the effective date of the step advance that the employee has not achieved the level of performance required. The supervisor shall be specific as to why a salary increase should be withheld and a copy of this notice (appraisal) given to the employee.

6.3.3 Changes in the employee's salary because of promotion, demotion or postponement of salary step increases due to marginal performance will set a new salary anniversary date for that employee.

6.3.4 Special merit increases do not affect the anniversary dates. Salary range adjustments for a classification will not set a new salary anniversary date.

6.4 Salary on Promotion: Upon the promotion of any employee, the employee shall be placed at the start of the new range that provides a minimum five percent (5%) increase over the salary formerly received unless the top step of the new range is less than 5% in which case they shall be placed at the top step of the new range.

6.5 Biweekly Pay Periods: All City employees will be paid on a biweekly basis. This will be a total of 26 paychecks per year which will be issued every other Friday. There will be a five day holding period on each paycheck.

6.6 Severance Pay: Final payroll checks issued as a result of resignation or layoff from City employment will be paid no later than the next

regularly scheduled payday. If terminated for cause, accrued wages shall be paid as required by law.

- 6.7 Conversion of Salaries: Any monthly, daily or hourly rate of pay may be converted into any equivalent rate of pay or to such other time basis when, in the judgment of the City, such conversion is advisable. In determining equivalent amounts of different time bases, the City shall provide tables or regulations to the person involved for the calculation of payment for service of less than full time, and for use in converting monthly salaries to hourly rates, as well as for calculating hourly rates.
- 6.8 Classification Study: During the term of the MOU, the City will complete a comprehensive classification study of all represented classifications for the purpose of updating current job descriptions and establishing new classification where a need is identified. The parties agree that the study will be done by City staff who will meet with employees as necessary. The study will be completed by June 30, 2016; however, no adjustments will be made to employee salaries related to this Classification Study during the current agreement period.
- 6.9 Implementation of 2015 Compensation Study.
  - 6.9.1 The City and CAEA agree to adopt the recommendations of the 2015 Total Compensation Study. A new salary schedule adjusted by the cost-of-living adjustment in Section 6.1.3 will be adopted effective July 1, 2015.
  - 6.9.2 Salary increases will be given to employees on the same timing as old salary schedule increases (i.e., approximately one year from the last salary increase), unless their current salary falls below the minimum step on the new schedule. The latter employees will have a change of salary anniversary date to July 1.
  - 6.9.3 Employees who would have received a merit step increase under the old salary schedule will receive a 5% merit step increase on their anniversary date in the first year of this agreement regardless of whether the resulting salary exceeds the E step in the new salary schedule. Section 6.9.7 shall apply thereafter.
  - 6.9.4 Employees who would not have received a merit step increase under the old salary schedule and are paid at or above the maximum step under the new salary schedule will not receive step increases in either year of this agreement, pursuant to Section 6.9.7.
  - 6.9.5 Employees who were not eligible for an increase under the old salary schedule whose rate falls between the D and E step of the new schedule will receive the E step as of their anniversary date in the first year of this agreement. Section 6.9.7 shall apply thereafter.

- 6.9.6 All other employees whose current rates fall below a D step on the new salary schedule will receive a minimum merit step increase of 5% plus one-half of the additional increase to the next available step on their anniversary date in the first year of this agreement. Effective on the employee's anniversary date in the second year of the agreement (i.e., fiscal year 2016-17), the employee will receive the other one-half of the increase and another full merit step, if available.
- 6.9.7 Employees who are over their range on the new salary schedule shall not receive further step increases until such time as the new salary schedule as adjusted by future base wage increases exceeds an employee's current rate of pay(Y-rated), except for the base wage increases represented in Sections 6.1.3 and 6.1.4 that shall be given to all employees subject to this agreement.

## 7. PROBATIONARY PERIODS

- 7.1 Newly hired employees shall serve a probationary period of twelve (12) months, unless otherwise extended by the supervisor in writing, for specified reasons, and approved by the City Administrator.
- 7.2 While on initial probation, the status of the employee is "At Will" defined as working at the pleasure of the department head. As such, the employee, during his/her probationary period, is subject to termination without cause.

## 8. PERFORMANCE EVALUATIONS

- 8.1 Documentary records and/or appraisal reports must be maintained and discussed with the employee at least once every year, and more often if considered desirable by the City.

## 9. OVERTIME / ON-CALL / CALL-OUT

- 9.1 Definition of Overtime
  - 9.1.1 Overtime is all time worked over 40 hours per week and outside of normal scheduled hours and/or time worked on holidays.
  - 9.1.2 In calculating overtime, hours worked includes vacation, sick and comp time used.
- 9.2 Authorization for Overtime
  - 9.2.1 All compensable overtime must be authorized by the supervisor or his/her designated representative. If prior authorization is not possible because of emergency conditions, a confirming authorization must be made on the next regular working day following the date on which the overtime was worked. Overtime shall be computed to the nearest one quarter hour.

- 9.3 Compensation for Overtime
  - 9.3.1 Overtime shall be paid or compensatory time off accrued at a rate equivalent to one and one half (1 1/2) times the regular rate.
  - 9.3.2 Employees may accumulate up to a maximum of eighty (80) hours of CTO. Any additional overtime will be paid at the overtime rate.
  - 9.3.3 Double time will be paid after working more than 4 hours in conjunction with a regular shift. Double time will be paid after working more than 8 hours on a call out.
- 9.4 On-Call Pay: On call pay of \$2.31 per hour shall be provided for on-call employees.
- 9.5 On-Call Eligibility: Employees in the classification of Plant Operator II are eligible for on-call if they possess a State Certificate at a level that authorizes them to perform the required duties. On-call, call-out and overtime pay shall be based on the employee's regular rate of pay.
- 9.6 Call Out Pay
  - 9.6.1 Call out time is compensated at a four hour minimum. Compensation for additional call outs within the same initial four hour call out period shall not be authorized.
  - 9.6.2 If actual time worked exceeds 2.75 (two and three quarter) hours worked, overtime shall be paid instead of the four hour minimum.
  - 9.6.3 If a call out occurs within two hours of the normal start time there shall be no four hour compensation, however, time and a half shall be paid for additional time worked exceeding the normal work day.
- 9.7 Weekend Shift Differential: Any employee whose regularly scheduled workweek includes working a Saturday or Sunday will receive an additional five percent (5%) per hour for those hours worked on each weekend day.

## 10. HOLIDAYS

- 10.1 Annual Holidays
  - 10.1.1 All regular full time employees shall be entitled to thirteen (13) annual holidays off, with full pay. Holidays are eight (8) hours. Authorized holidays are as follows:

1. New Year's Day	January 1
2. Martin Luther King	3rd Monday in Jan.
3. Washington's Birthday	3rd Monday in Feb.
4. Memorial Day	Last Mon. in May

5. Independence Day	July 4
6. Labor Day	1 <sup>st</sup> Mon. in Sep.
7. Columbus Day	2 <sup>nd</sup> Mon. in Oct.
8. Veterans Day	November 11
9. Thanksgiving Day	November, as designated
10. Day after Thanksgiving	November, as designated
11. Christmas Eve	December 24
12. Christmas Day	December 25
13. Floating Day **	**In lieu of Election Day

- 10.1.2 Any additional holidays recognized by the Federal Government shall be an additional holiday and not substituted for any existing holiday.
- 10.1.3 When a holiday falls on a Saturday, the preceding Friday shall be recognized as a holiday. When a holiday falls on a Sunday, it shall be recognized the following Monday.
- 10.1.4 When a holiday falls on an employee's regular work day and an employee is unable to take the day off due to necessary coverage in that work slot, in addition to their holiday pay, the employee shall be compensated for actual hours worked by either CTO at 1½ times their regular rate or be paid for hours worked at 1½ times their regular rate.
- 10.1.5 Full time employees working on an irregular shift schedule shall be paid 8 hours of additional time, at the regularly hourly rate, or accrued as comp time, if the holiday falls on one of their regular days off.
- 10.1.6 If a holiday falls within an employee's vacation leave, that day shall be deemed a holiday and not a vacation day.
- 10.1.7 If an employee is compensated by CTO for working on a holiday, the maximum CTO limit will apply.

## 11. VACATION ALLOWANCE

### 11.1 Vacation

- 11.1.1 All permanent full time employees shall be entitled to annual vacation leave, with pay, according to the number of continuous full calendar years of employment, based on the following scale:

<u>Years Completed</u>	<u>Vacation Days</u>	<u>Hours Per Bi-Weekly Pay Period</u>
0-5	10	3.077
6-10	15	4.615
11	16	4.923
12	17	5.231
13	18	5.538
14	19	5.846
15	20	6.154



- 11.1.2 Vacation time is accrued from first full month of employment but should not be taken until after passage of 6 months. In lieu pay cannot be substituted for taking vacation time. Vacation time accumulated should be taken within a year after accumulation.

## 12. SICK LEAVE

### 12.1 Sick Leave Defined

12.1.1 Sick leave is a privilege extended by the city, not a right of the employee. Employees with accumulated sick leave may be granted sick leave for the following:

- a. Illness or physical incapacity of the employee;
- b. Enforcement quarantine of the employee in accordance with community health regulations;
- c. Illness or injury in the immediate family will be granted in accordance with the Family Medical Leave Act.
- d. Medical, vision and dental office appointments which cannot be scheduled at other than work hours.
- e. Other sick leave provisions as required by law.

### 12.2 Sick Leave Accrual and Use

12.2.1 All regular full time employees shall be granted eight (8) hours of accrued sick leave for each full month of service accrued at the rate of 3.692 hours per bi-weekly pay period. Employees are not eligible to draw on his/her sick leave until they have completed six (6) months of service for the City, unless approved by the City Administrator.

12.2.2 Accrual of sick leave begins on the first day of the first full month of employment.

12.2.3 Employees may be required to file a physician's certificate with the City Administrator stating the employee is able to resume work.

12.2.4 Unused sick leave shall be accumulated from year to year. Upon retirement, unused sick leave may be credited as service time as provided in the City's contract with PERS.

12.2.5 Employees hired on or after July 1, 2011 shall accrue a maximum of 720 hours of sick leave at any given time.

### 12.3 Family Sick Leave

12.3.1 Employees may use a maximum of six (6), eight (8) hour days or 48 hours of sick leave per calendar year to care for members of the employee's immediate family.

## 13. SPECIAL LEAVES

13.1 Bereavement Leave: Bereavement leave may be used by employees when they are required to be absent from work because of a death in their immediate family, not to exceed three (3) days in state, or five (5)

days if out of state, per incident. This will not be charged to sick leave. Immediate family shall include father, mother, loci parentis, brother, sister, spouse or child of the employee. Additional consideration may be given in special cases as determined by the City Administrator.

- 13.2 Family Medical Leave: The City complies with California and Federal law governing family and medical leaves. The provisions of this section shall be applied in conformity with the California Family Rights Act and the Federal Family Medical Leave Act. Employees are required to use accrued paid vacation leave and paid sick leave for the FMLA Leave period.
- 13.3 Leave of Absence Without Pay: A regular employee may request a leave of absence "without pay" up to a maximum of one year for a prolonged illness or to attend school or college or to enter training to improve the quality of his/her service.
- 13.4 Jury Duty: When summoned for jury duty an employee shall be paid his/her regular salary and jury fees that he may receive from the Court shall be remitted to the City, except pay for travel and meals.
- 13.5 Military Leave: Military leave will be granted in accordance with State and Federal law.
- 13.6 Reporting of Absence: An employee who is absent from duty for any reason shall report the reason thereof to his/her supervisor or the City Administrator immediately on the day of absence, unless prevented from doing so, or as required by law.
- 13.7 Unauthorized Absence
  - 13.7.1 All unauthorized and unreported absences shall be considered as absence without leave and a deduction of pay shall be made for each period of such absence.
  - 13.7.2 Voluntary absence without leave for five (5) consecutive days shall be considered as an automatic resignation from City service.

#### 14. BENEFITS AND INSURANCE PLANS

- 14.1 Medical Insurance
  - 14.1.1 Medical care and prescription drug benefits shall be provided to City employees pursuant to the California Public Employees Retirement System (PERS) Public Employee Medical and Hospital Care Act (PEMHCA).
  - 14.1.2 For all active and retired employees enrolled in a CalPERS PEMHCA Medical Plan the City shall contribute the required Minimum Employer Contribution (MEC) plus any adjustment by

the PERS Board to reflect any change in the medical care component of the Consumer Price Index, rounded to the nearest dollar.

Each year the PERS PEMHCA MEC amount shall be adjusted by the PERS Board to reflect any change in the medical care component of the Consumer Price Index, rounded to the nearest dollar. The City will pay the required adjusted amount.

#### 14.1.3 Flexible Benefit Plan Contribution

- 14.1.3.1 The City shall, for active employees, credit into a Section 125 Plan (Flexible Benefit Plan) on a pre-tax basis the following monthly amounts based upon the actual election of medical plan and level of coverage by the employee.
- 14.1.3.2 Employee only: Current monthly premium for PERS Select Plan, less the PEMHCA MEC amount in Section 14.1.2.
- 14.1.3.3 Employee plus one: Current monthly premium for PERS Select Plan for Employee only plus 75% of the additional monthly premium for one dependent, less the PEMHCA MEC amount in Section 14.1.2.
- 14.1.3.4 Family: Current monthly premium for PERS Select Plan for Employee only plus 75% of the additional monthly premium for a family, less the PEMHCA MEC amount in Section 14.1.2.

#### 14.2 Flexible Benefit Account Plan

- 14.2.1 In no event shall the City's combined PEMHCA monthly contribution and Flexible Credits exceed the actual monthly dollar amount of the respective premium. If the PEMHCA monthly contribution covers the entire PERS Health Care monthly premium cost, the City shall contribute zero credits into the Section 125, Flexible Benefits Plan.
- 14.2.2 There will be no cash option under Section 125 Flexible Benefits Plan. The credits deposited by the City are solely contingent upon the election and enrollment in one of the medical plan options offered by the City.
- 14.2.3 In the event that the section 125 Plan (Flexible Benefit Plan) does not comply or continue to comply with state and federal law relative to Section 125 of the Internal Revenue Code as amended or if the enabling legislation is repealed, the parties agree to meet and confer over alternative qualifying plans or programs.

#### 14.3 Employee Plan Option

- 14.3.1 An employee may choose a different eligible PERS health care plan, however, the employee will be responsible for any

additional premium cost above the maximum paid by the City for the corresponding tier of the PERS Select Plan.

14.4 Alternative Insurance

14.4.1 Employees with proof of alternate insurance may opt out of City health insurance coverage as set forth in this section and, in lieu, receive a cash payment of fifty percent (50%) of the employee only premium per month.

14.4.2 In no event will employees receive more than fifty percent (50%) of the employee only premium paid as salary if they waive all medical coverage.

14.5 Dental Insurance

14.5.1 Dental care benefits shall be provided to City employees.

14.5.2 The City shall contribute 100% of the employee only premium.

14.5.3 For employees opting for employee plus one or employee plus family, the City shall pay sixty percent (60%) of the difference between the employee only premium and the respective employee plus one or employee plus family.

14.6 Vision Insurance

14.6.1 Vision care benefits shall be provided to City employees.

14.6.2 The City shall contribute 100% of the employee only premium.

14.6.3 For employees opting for employee plus one or employee plus family, the City shall pay sixty percent (60%) of the difference between the employee only premium and the respective employee plus one or employee plus family.

14.7 Life Insurance and Long Term Disability

14.7.1 The City shall contribute the full cost towards a City sponsored long-term disability and group term life insurance program administered through Assurant.

14.7.2 Employees are responsible for the payment of any costs in excess of the maximum City contribution.

14.7.3 The City will provide Long Term Disability insurance coverage equal to sixty-six and two-thirds percent (66.6%) salary per month subject to the maximum monthly benefit as described by the plan with a maximum ninety (90) calendar days wait period.

14.7.4 Group term life insurance coverage shall be \$15,000 for natural death and \$30,000 accidental death for employee only.

14.8 Retiree Health Insurance

14.8.1 For employees hired prior to July 1, 2009 who have a minimum of five years of service with the City, the City shall contribute on a monthly basis an amount equal to fifty percent (50%) of the current premium contribution for employee only minus the PEMHCA MEC amount in Section 14.1.2.

- 14.8.2 For employees hired after July 1, 2009 who have a minimum of ten years of service with the City, the City shall contribute on a monthly basis an amount equal to fifty percent (50%) of the current premium contribution for employee only minus the PEMHCA MEC amount in Section 14.1.2.
- 14.8.3 Upon retirement, should the employee elect not to participate in the retiree medical benefit plan, the City's contribution will be zero and it will be an irrevocable election.

15. RETIREMENT BENEFITS

15.1 Public Employees Retirement System (PERS)

- 15.1.1 Employees hired before January 1, 2013 participate in the PERS 2.7% at 55 full and modified formula for active local miscellaneous members. Participation requires a payment of 8% of the employee's gross salary for the 2.7@55 benefit. Effective July 1, 2013, employees will pay the required 8% on a pre-tax basis.
- 15.1.2 Pursuant to the Public Employees' Pension Reform Act (PEPRA), any employee hired on or after January 1, 2013 who is a "new member" as defined by PEPRA shall participate in the PERS 2% at 62 full and modified formula for active local miscellaneous members. Participation requires employees to contribute one-half ( $\frac{1}{2}$ ) of the "normal cost" of the benefit, rounded to the nearest  $\frac{1}{4}$  of 1% or the current contribution rate of similarly situated employees, whichever is greater. Employee contributions will be paid on a pre-tax basis.
- 15.1.3 The PERS retirement benefit for miscellaneous members hired before January 1, 2013, shall be based on the highest single year's final compensation.
- 15.1.4 The PERS retirement benefit for miscellaneous members hired on or after January 1, 2013 shall be based on three highest year's final compensation.

16. INCENTIVES AND SPECIAL PAYS

16.1 Confidential Employee Differential

- 16.1.1 The Police Technician has been assigned confidential status and shall receive a pay differential of five percent (5%). Said employee shall continue to receive five percent (5%) above the base rate of pay until reassigned to non-confidential status. The differential pay will not affect the employee's anniversary date.

16.2 Longevity

- 16.2.1 Employees are eligible for additional compensation for longevity. Longevity pay shall be added to the base salary of the employee.

2.5% at 10 years of service

5% at 15 years of service  
7.5% at 20 years of service  
10% at 25 years of service

16.3 Educational Incentive Program

16.3.1 Employees who obtain degrees, licenses, certifications, permit and/or successfully complete continuing education courses in their related field may be entitled to an incentive compensation to be added to their base salary.

16.3.2 No incentive pay will be provided for employees who complete work that is required or can reasonably be construed as being required to fulfill the requirements of their position.

16.3.3 At no time will the maximum allowable incentive compensation exceed 5%.

16.3.4 Due to the broad range of credentials available relative to the many categories of employment the City Administrator shall use his/her discretion with input from the department head to determine the appropriate incentive compensation.

16.3.5 Prior to beginning work in an area that may qualify under this program, it shall be the responsibility of the employee to submit through their supervisor a written request for verification of potential incentive pay percentage. Requests shall include a curriculum or description of studies or scope of testing. Employees already possessing such credentials shall submit in writing their request in the same manner as above.

16.3.6 Educational Incentive Rates

General guidelines:

60 units or equivalent or an A.A. degree = 2%

120 units or equivalent or B.S. or B.A. = 3%

180 units or equivalent or Masters = 4%

Professional Credentials = 5%

International or National Certification = .5 to 4%

State Certification = .5 to 2%

Certification, Permit or License = .5 to 1%

16.3.7 City shall reimburse employee's expenses for tuition, books and materials upon the demonstration of the satisfactory completion of the course for approved courses relating to their perspective jobs.

16.4 Footwear Allowance

16.4.1 The City shall provide designated employees reimbursement for the purchase of safety footwear up to two hundred fifty dollars (\$250). The reimbursement is contingent upon the following:

16.4.1.1 Employees whose job classification requires that they work in the field shall be reimbursed on an annual basis.

16.4.1.2 Employees whose job classification requires that they work in the field a nominal amount (e.g., at least

twenty-five percent (25%)) shall be reimbursed on a bi-annual basis.

16.4.2 The safety footwear must meet minimum standards established by the City (i.e. steel toe, etc.) and an original receipt must be presented in order to receive reimbursement.

16.4.3 Employees may request a reimbursement prior to the times listed above due to excessive wear and tear of their footwear.

16.5 Uniform Allowance: Police Administrative Services Manager

16.5.1 Employees in this classification shall receive an annual uniform allowance of \$750.00 to be used for the purchase and maintenance of City required uniforms and equipment.

16.5.2 The uniform allowance shall be paid in two (2) equal payments on the 30<sup>th</sup> of November and the 30<sup>th</sup> of June.

16.5.3 Uniform allowances shall be pro-rated starting the first full month following full time employment.

16.5.4 Uniforms or safety equipment destroyed or damaged beyond reasonable use while on duty and in the line of duty shall be replaced by the City at the City's expense.

16.6 Employee Training

16.6.1 Represented employees assigned to administrative, clerical, accounting or similar duties may request up to three (3) days per fiscal year of "off-site" training related to their assignment (i.e. MS Word or Excel, organizational skills or communication etc.) with tuition, travel and related expenses paid by the City. Such training is subject to approval by the City Administrator.

## 17. GRIEVANCE PROCEDURE

17.1 Generally

17.1.1 This procedure is established in order to provide adequate opportunities for City employees to bring forth their views relating to any unfair or improper aspect of their employment situation and to seek correction. The procedure set forth shall apply to all employees' grievances.

17.2 Procedure

17.2.1 In any instance of grievance, the employee concerned shall first make efforts to resolve such grievances with his/her department head.

17.2.2 In the event that such efforts do not produce a settlement satisfactory to the employee, he may submit his/her complaint in writing to the department head.

17.2.3 Upon receipt of the written statement, the department head shall make such investigation as required and reply in writing to the employee within ten (10) days after receipt of the statement from the employee.

- 17.2.4 If the employee wishes to discuss the grievance further, he shall, within ten (10) working days of the receipt of the reply from the department head, submit a written request for a meeting with the City Administrator.
- 17.2.5 The requested meeting will be held by the City Administrator at the earliest date possible but not later than 10 working days after the request. At the meeting the employee, the department head and any other persons deemed pertinent to the grievance and invited by the City Administrator, the employee or the department head, may be present. The conclusions determined at this meeting shall be communicated to the employee within three (3) working days following the meeting.
- 17.2.6 If the employee is still not satisfied with the findings or if it is felt by the City Administrator that Council determination is necessary, either the employee or the City Administrator may request an audience with the Personnel Committee within 10 working days. Such meeting shall take place within 15 working days after receipt by the Committee of such written request. The Committee may:
- a. Designate further study into the matter and arrive at a determination within thirty (30) calendar days;
  - b. Recommend changes to take place over a designated period of time, to be commenced within 30 days;
  - c. Refer the matter to the Council as a whole;
- 17.2.7 If referred to the Council the Council may:
- a. Designate further study into the matter and arrive at a determination within thirty (30) calendar days;
  - b. Recommend changes to take place over a designated period of time, to be commenced within 30 days;
  - c. Make an immediate determination, in which case the decision of the Council is final.

## 18. DISCIPLINARY ACTION

### 18.1 Authority

- 18.1.1 Any regular employee may be reprimanded, suspended, demoted to a lower classification or dismissed by the appropriate appointing authority by an order in writing, stating specifically in ordinary and concise language the facts or omissions upon which such action is based. The appointing authority is defined as the person having lawful authority to appoint or remove persons from positions in the City service.

### 18.2 Procedure

- 18.2.1 Prior to a suspension of more than one (1) work day, demotion or dismissal, the appointing authority must contact and discuss such action with the City Administrator. All orders for



suspension, demotion or dismissal shall be reviewed by the City Attorney for legal sufficiency.

18.2.2 All orders shall then be filed with the City Administrator and a copy thereof shall be served upon the employee who is the subject of the disciplinary action. If personal service upon the employee is impossible, a copy of the order shall be sent by certified mail to the employee at his/her last known address.

### 18.3 Cause For Discipline

18.3.1 Each of the following constitutes cause for suspension, demotion or dismissal of an employee or person whose name appears on any employment list:

- a. Fraud in securing appointment;
- b. Incompetence;
- c. Inefficiency;
- d. Inexcusable neglect of duty;
- e. Insubordination;
- f. Threat of assault of supervisor or other employees;
- g. Falsifying records;
- h. Under the influence of alcohol or drugs on duty;
- i. Intemperance;
- j. Addiction to the use of narcotics or habit forming drugs;
- k. Inexcusable absence without leave (absenteeism and tardiness);
- l. Conviction of a felony or conviction of a misdemeanor involving moral turpitude;
- m. Discourteous treatment of the public or other employee;
- n. Obscene or immoral conduct;
- o. Political activity which is in violation of federal, state or local laws and regulations;
- p. Violation of this chapter;
- q. Any other failure of good behavior or acts, either during or outside of duty hours, which are incompatible with or inimical to the public service;
- r. Refusal to take and subscribe to any oath or affirmation which is required by law in connection with employment;
- s. Dishonesty;
- t. Failure to obtain required operator's license or permit;
- u. Failure to live within a reasonable emergency call out distance (half an hour).

### 18.4 Notice of Discipline and Right to Respond and Appeal

18.4.1 When a regular employee is to be suspended, demoted in salary or rank, or dismissed, a written notice of the proposed action is to be prepared, and then delivered to the employee, in person or by certified mail. The written notice shall include:

1. The reasons for the proposed action.

2. The charges being considered.
3. The proposed disciplinary action to be taken.
4. A statement advising that before the proposed disciplinary action takes effect, the employee may request to meet with the department head to respond to the proposed disciplinary action. The employee shall have ten (10) working days from the date the proposed disciplinary action is received to request a Skelly meeting with the department head.

18.4.2 All charges filed against a regular employee shall be documented in clear and concise language. The employee shall be given an opportunity to review the documents or materials upon which the proposed disciplinary action is based and the employee shall be supplied a copy of the documents. The employee is entitled to be represented at any meeting concerned with potential disciplinary action when the employee's presence is required at said meeting.

18.5 Department Head Response: Following the Skelly response meeting, the department head may amend, modify or revoke any or all of the charges, including the disciplinary action.

18.6 Appeal to City Administrator: Regardless of whether the employee responds to the charges to the department head, the employee has the right to file with the City Administrator, within the above mentioned time limitation, a written appeal from the action.

18.7 Appeal to Arbitration: In the event of an appeal of a demotion or dismissal of a regular employee, the City shall request a list of seven (7) hearing officers from the State Mediation and Conciliation Service. The City and employee shall alternately strike names from the list until only one name remains and the remaining name shall be that of the Hearing Officer. The parties shall toss a coin to determine who will strike first. The hearing officer shall, within a reasonable length of time, not exceeding thirty (30) calendar days unless mutually extended by the parties, hold a hearing and shall notify the parties of the time and place thereof. If the employee fails to appeal within the time specified, the disciplinary action of the department head shall be final.

18.8 Appeal of Suspension to City Administrator: In the event of the suspension of a regular employee without pay, any hearing held in regard to that matter shall be held before the City Administrator.

## 19. DISCIPLINARY ACTION - HEARING

### 19.1 Discipline Appeal Hearing

- 19.1.1 The following rules shall apply to any hearing conducted under the provisions of this section.
  - 19.1.2 The hearing shall be private, except that if the employee requests that the matter be heard publically, it shall be so heard.
  - 19.1.3 The hearing shall be conducted in accordance with Section 11513 of the Government Code.
  - 19.1.4 The provisions of Section 11507.6 of the Government Code shall apply to any hearing conducted pursuant to this chapter, and shall provide the exclusive right to and method of discovery except that time limitations will be those established by the hearing officer.
  - 19.1.5 Unless otherwise provided by law, all costs related to the hearing directed to be incurred by the hearing officer and all fees of the hearing officer will be shared equally by the parties, except that in the event the employee is fully reinstated, such costs and fees will be borne by the City. Other costs, including attorney's fees, shall be borne by the party who incurs said costs.
  - 19.1.6 Probationary employees may be dismissed without a hearing.
- 19.2 Resolution of Appeal
- 19.2.1 The hearing officer shall, within 30 calendar days after the hearing, make a finding as to whether or not the employee was suspended, demoted or dismissed for reasonable cause and shall also make a recommendation as the appropriate disposition of the case.
  - 19.2.2 Written findings and recommendations shall be forwarded by the hearing officer to the City Administrator, the affected department head and the employee. These findings and recommendations must be presented to the City Council at its next regular meeting.
  - 19.2.3 The City Council will take the findings and recommendations of the hearing officer under advisement in closed session and will render a decision within twenty (20) days after the presentation of said findings and recommendations to the City Council. No additional evidence or argument may be submitted to the Council.
  - 19.2.4 The City Council may:
    - a. Follow the recommendation of the hearing officer; or
    - b. Reverse the arbitrator's recommendation; or
    - c. Order any disciplinary action which it judges to be appropriate based on the evidence.
    - d. The Council shall not reverse or modify the arbitrator's recommendation, except by a 4/5<sup>th</sup> vote.
  - 19.2.5 All the records in the matter shall be remanded to the City Clerk for filing.

## 20. LAY OFFS

20.1 Lay Off

20.1.1 The City Council may lay off any employee pursuant to Article 13 of the Personnel Rules whenever it becomes necessary because the lack of work or funds.

20.1.2 When it becomes necessary to reduce the force in any department or office by lay off of regular employees, seniority shall be the determining factor in each department or office.

21. MANAGEMENT RIGHTS/RESPONSIBILITIES

Except to the extent that the rights, powers, and authority of CITY are specifically limited by the provisions of this Memorandum of Understanding, CITY retains all rights, powers, and authority granted to it. Nothing herein shall be construed to restrict any legal or inherent exclusive CITY rights with respect to matters of federal legislative or managerial policy, which include among others: The exclusive right to Determine the mission of its constituent departments, commissions and boards, set standards of service; determine the procedures and standards of selection for employment; direct its employees; take disciplinary action; relieve its employees from duty for legitimate reason; maintain the efficiency of governmental operations to be conducted; take all necessary actions to carry out its mission in emergencies; and exercise complete control and discretion over its organization and the technology of performing its work. This agreement is not intended to be construed to modify the provision of The Municipal Code relating to Civil service or personnel administration. CITY shall continue to exercise authority over classification of jobs, procedures and standards of selection for employment and promotion.

22. ASSOCIATION RESPONSIBILITY

ASSOCIATION agrees that during the term of this agreement, neither it nor its officers, employees or members will engage in, encourage, sanction, support or suggest any strikes, work stoppages, boycotts, slowdowns, mass absenteeism, picketing or any other similar actions which would involve suspension of, or interference with the normal work of the CITY. In the event that any concerted action as described above occurs, ASSOCIATION will notify its members that such activity is a violation of this Memorandum of Understanding and ASSOCIATION will notify its members that such concerted action shall cease and the members shall return to work, or be subject to disciplinary action.

23. SCOPE OF AGREEMENT

For the term of this agreement, the Memorandum of Understanding fully and completely incorporates the understanding of the parties hereto and constitutes the sole and entire understanding between the parties, provided,

however, that nothing herein shall prohibit the parties from changing the terms, or any part of the terms, of this MOU, by mutual agreement.

Negotiations will be conducted by the designated negotiator(s) of the City of Angels, and by the representative(s) from the City of Angels Employees Association.

24. SEPARABILITY

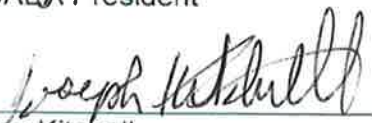
In the event that any provision of this MOU is declared by Court of competent jurisdiction to be unenforceable or illegal, such nullification shall not affect any other provisions of the MOU, which shall remain in full force and effect.

**IN WITNESS WHEREOF**, the parties hereto have executed this Memorandum of Understanding this \_\_\_\_ day of \_\_\_\_\_, 2015 at City of Angels, California.


**CITY of ANGELS EMPLOYEES ASSOCIATION**

  
\_\_\_\_\_  
Jennifer Tinnin  
CAEA President

11/20/15  
Date Signed


  
\_\_\_\_\_  
Joe Kitchell  
CAEA Vice President

11-20-15  
Date Signed

  
\_\_\_\_\_  
W. Robert Phibbs, Attorney at Law  
CAEA Association Counsel

11/19/15  
Date Signed

**CITY OF ANGELS**

  
\_\_\_\_\_  
Wes Kulm, Mayor

11/18/15  
Date Signed

  
\_\_\_\_\_  
Michael McHatten, City Administrator

11/18/15  
Date Signed

## City of Angels Camp

### Miscellaneous Salary Schedule for 15-16 Fiscal Year (1% COLA Included)

Range	Step A	Step B	Step C	Step D	Step E
148 Equipment Operator I	\$14.65	\$15.38	\$16.15	\$16.96	\$17.81
	\$2,539.33	\$2,665.87	\$2,799.33	\$2,939.73	\$3,087.07
	\$30,472.00	\$31,990.40	\$33,592.00	\$35,276.80	\$37,044.80
158 Accountant I	\$16.19	\$17.00	\$17.85	\$18.74	\$19.68
	\$2,806.27	\$2,946.67	\$3,094.00	\$3,248.27	\$3,411.20
	\$33,675.20	\$35,360.00	\$37,128.00	\$38,979.20	\$40,934.40
158 Equipment Operator II	\$16.19	\$17.00	\$17.85	\$18.74	\$19.68
	\$2,806.27	\$2,946.67	\$3,094.00	\$3,248.27	\$3,411.20
	\$33,675.20	\$35,360.00	\$37,128.00	\$38,979.20	\$40,934.40
168 Accountant II	\$17.89	\$18.78	\$19.72	\$20.71	\$21.75
	\$3,100.93	\$3,255.20	\$3,418.13	\$3,589.73	\$3,770.00
	\$37,211.20	\$39,062.40	\$41,017.60	\$43,076.80	\$45,240.00
172 Operator-in-Training	\$18.61	\$19.54	\$20.52	\$21.55	\$22.63
	\$3,225.73	\$3,386.93	\$3,556.80	\$3,735.33	\$3,922.53
	\$38,708.80	\$40,643.20	\$42,681.60	\$44,824.00	\$47,070.40
175 Distribution & Collections Officer I	\$19.18	\$20.14	\$21.15	\$22.21	\$23.32
	\$3,324.53	\$3,490.93	\$3,666.00	\$3,849.73	\$4,042.13
	\$39,894.40	\$41,891.20	\$43,992.00	\$46,196.80	\$48,505.60
180 Planning Technician	\$20.16	\$21.17	\$22.23	\$23.34	\$24.51
	\$3,494.40	\$3,669.47	\$3,853.20	\$4,045.60	\$4,248.40
	\$41,932.80	\$44,033.60	\$46,238.40	\$48,547.20	\$50,980.80
182 Engineering Technician I	\$20.56	\$21.59	\$22.67	\$23.80	\$24.99
	\$3,563.73	\$3,742.27	\$3,929.47	\$4,125.33	\$4,331.60
	\$42,764.80	\$44,907.20	\$47,153.60	\$49,504.00	\$51,979.20
185 Distribution and Collections Officer II	\$21.19	\$22.25	\$23.36	\$24.53	\$25.76
	\$3,672.93	\$3,856.67	\$4,049.07	\$4,251.87	\$4,465.07
	\$44,075.20	\$46,280.00	\$48,588.80	\$51,022.40	\$53,580.80
187 Plant Operator I	\$21.61	\$22.69	\$23.82	\$25.01	\$26.26
	\$3,745.73	\$3,932.93	\$4,128.80	\$4,335.07	\$4,551.73
	\$44,948.80	\$47,195.20	\$49,545.60	\$52,020.80	\$54,620.80

# City of Angels Camp

## Miscellaneous Salary Schedule for 15-16 Fiscal Year (1% COLA Included)

Range	Step A	Step B	Step C	Step D	Step E
192 Engineering Technician II	\$22.71	\$23.85	\$25.04	\$26.29	\$27.60
	\$3,936.40	\$4,134.00	\$4,340.27	\$4,556.93	\$4,784.00
	\$47,236.80	\$49,608.00	\$52,083.20	\$54,683.20	\$57,408.00
197 Plant Operator II	\$23.87	\$25.06	\$26.31	\$27.63	\$29.01
	\$4,137.47	\$4,343.73	\$4,560.40	\$4,789.20	\$5,028.40
	\$49,649.60	\$52,124.80	\$54,724.80	\$57,470.40	\$60,340.80
200 Accounting Technician	\$24.59	\$25.82	\$27.11	\$28.47	\$29.89
	\$4,262.87	\$4,475.47	\$4,699.07	\$4,934.80	\$5,180.93
	\$51,154.48	\$53,705.60	\$56,388.80	\$59,217.60	\$62,171.20
200 Police Administrative Services Manager	\$24.59	\$25.82	\$27.11	\$28.47	\$29.89
	\$4,262.27	\$4,475.47	\$4,699.07	\$4,934.80	\$5,180.93
	\$51,147.20	\$53,705.60	\$56,388.80	\$59,217.60	\$62,171.20
200 Building/Safety Inspector	\$24.59	\$25.82	\$27.11	\$28.47	\$29.89
	\$4,262.27	\$4,475.47	\$4,699.07	\$4,934.80	\$5,180.93
	\$51,147.20	\$53,705.60	\$56,388.80	\$59,217.60	\$62,171.20
207 Plant Operator III	\$26.37	\$27.69	\$29.07	\$30.52	\$32.05
	\$4,570.80	\$4,799.60	\$5,038.80	\$5,290.13	\$5,555.33
	\$54,849.60	\$57,595.20	\$60,465.60	\$63,481.60	\$66,664.00

## City of Angels Camp

### Miscellaneous Salary Schedule for 16-17 Fiscal Year (1% COLA Included)

Range	Step A	Step B	Step C	Step D	Step E
148 Equipment Operator I	\$14.80	\$15.54	\$16.32	\$17.14	\$18.00
	\$2,565.33	\$2,693.60	\$2,828.80	\$2,970.93	\$3,120.00
	\$30,784.00	\$32,323.20	\$33,945.60	\$35,651.20	\$37,440.00
158 Accountant I	\$16.35	\$17.17	\$18.03	\$18.93	\$19.88
	\$2,834.00	\$2,976.13	\$3,125.20	\$3,281.20	\$3,445.87
	\$34,008.00	\$35,713.60	\$37,502.40	\$39,374.40	\$41,350.40
158 Equipment Operator II	\$16.35	\$17.17	\$18.03	\$18.93	\$19.88
	\$2,834.00	\$2,976.13	\$3,125.20	\$3,281.20	\$3,445.87
	\$34,008.00	\$35,713.60	\$37,502.40	\$39,374.40	\$41,350.40
168 Accountant II	\$18.07	\$18.97	\$19.92	\$20.92	\$21.97
	\$3,132.13	\$3,288.13	\$3,452.80	\$3,626.13	\$3,808.13
	\$37,585.60	\$39,457.60	\$41,433.60	\$43,513.60	\$45,697.60
172 Operator-in-Training	\$18.80	\$19.74	\$20.73	\$21.77	\$22.86
	\$3,258.67	\$3,421.60	\$3,593.20	\$3,773.47	\$3,962.40
	\$39,104.00	\$41,059.20	\$43,118.40	\$45,281.60	\$47,548.80
175 Distribution & Collections Officer I	\$19.37	\$20.34	\$21.36	\$22.43	\$23.55
	\$3,357.47	\$3,525.60	\$3,702.40	\$3,887.87	\$4,082.00
	\$40,289.60	\$42,307.20	\$44,428.80	\$46,654.40	\$48,984.00
180 Planning Technician	\$20.36	\$21.38	\$22.45	\$23.57	\$24.75
	\$3,529.07	\$3,705.87	\$3,891.33	\$4,085.47	\$4,290.00
	\$42,348.80	\$44,470.40	\$46,696.00	\$49,025.60	\$51,480.00
182 Engineering Technician I	\$20.77	\$21.81	\$22.90	\$24.05	\$25.25
	\$3,600.13	\$3,780.40	\$3,969.33	\$4,168.67	\$4,376.67
	\$43,201.60	\$45,364.80	\$47,632.00	\$50,024.00	\$52,520.00
185 Distribution and Collections Officer II	\$21.40	\$22.47	\$23.59	\$24.77	\$26.01
	\$3,709.33	\$3,894.80	\$4,088.93	\$4,293.47	\$4,508.40
	\$44,512.00	\$46,737.60	\$49,067.20	\$51,521.60	\$54,100.80
187 Plant Operator I	\$21.83	\$22.92	\$24.07	\$25.27	\$26.53
	\$3,783.87	\$3,972.80	\$4,172.13	\$4,380.13	\$4,598.53
	\$45,406.40	\$47,673.60	\$50,065.60	\$52,561.60	\$55,182.40



## City of Angels Camp

### Miscellaneous Salary Schedule for 16-17 Fiscal Year (1% COLA Included)

Range	Step A	Step B	Step C	Step D	Step E
192 Engineering Technician II	\$22.94 \$3,976.27 \$47,715.20	\$24.09 \$4,175.60 \$50,107.20	\$25.29 \$4,383.60 \$52,603.20	\$26.55 \$4,602.00 \$55,224.00	\$27.88 \$4,832.53 \$57,990.40
197 Plant Operator II	\$24.11 \$4,179.07 \$50,148.80	\$25.32 \$4,388.80 \$52,665.60	\$26.59 \$4,608.93 \$55,307.20	\$27.92 \$4,839.47 \$58,073.60	\$29.32 \$5,082.13 \$60,985.60
200 Accounting Technician	\$24.84 \$4,304.89 \$51,658.67	\$26.08 \$4,520.53 \$54,246.40	\$27.38 \$4,745.87 \$56,950.40	\$28.75 \$4,983.33 \$59,800.00	\$30.19 \$5,232.93 \$62,795.20
200 Police Administrative Services Manager	\$24.84 \$4,305.60 \$51,667.20	\$26.08 \$4,520.53 \$54,246.40	\$27.38 \$4,745.87 \$56,950.40	\$28.75 \$4,983.33 \$59,800.00	\$30.19 \$5,232.93 \$62,795.20
200 Building/Safety Inspector	\$24.84 \$4,305.60 \$51,667.20	\$26.08 \$4,520.53 \$54,246.40	\$27.38 \$4,745.87 \$56,950.40	\$28.75 \$4,983.33 \$59,800.00	\$30.19 \$5,232.93 \$62,795.20
207 Plant Operator III	\$26.63 \$4,615.87 \$55,390.40	\$27.96 \$4,846.40 \$58,156.80	\$29.36 \$5,089.07 \$61,068.80	\$30.83 \$5,343.87 \$64,126.40	\$32.37 \$5,610.80 \$67,329.60